

REQUEST FOR PROPOSAL

NEWTOWN COMMUNITY CENTER LOCKER ROOM FLOOR AND DRAINAGE IMPROVEMENT

Newtown Community Center, 8 Simpson Street, Newtown, CT 06470

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1. LEGAL NOTICE

TOWN OF NEWTOWN

REQUEST FOR PROPOSAL

NEWTOWN COMMUNITY CENTER LOCKER ROOM FLOOR AND DRAINAGE IMPROVEMENT

The Town of Newtown (heretofore known as "Town") is seeking to engage a company to design and implement an improved drainage system and floor design for the showers in three locker rooms located in the Newtown Community Center, located at 8 Simpson St, Newtown, CT 06470. Hard copies of the complete Request for Proposal package will be available June 18, 2021, at the Office of the Purchasing Director, Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470. The contract will cover all aspects of the work from assessment to completion and final acceptance of work.

A mandatory pre-bid walk through will be held on June 24, 2021 at 9:00 AM at the Newtown Community Center.

Respondents are required to submit three (3) double-sided copies and one electronic copy of a sealed Proposal by no later than 11:00 am on July 15, 2021 at the Office of the Finance Director, located at Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470, clearly marked "Newtown Community Center Locker Room Floor and Drainage Improvement". Proposals received after that date and time will be rejected.

The Town reserves the right to reject any or all proposals if it deems such to be in the best interest of the Town of Newtown. Questions regarding this Request for Proposal should be directed to Rick Spreyer, by e-mail at rick.spreyer@newtown-ct.gov.

Rick Spreyer
Purchasing Agent

2. PROJECT OVERVIEW

The Town of Newtown seeks to engage a company to design and implement an improved flooring and drainage system for the three locker rooms located in the Newtown Community Center. Current issues with the floor and drains will be discussed at the mandatory walk through.

3. SCOPE

The scope of work of this project shall be determined at the mandatory walk through. The Newtown Community Center was opened in 2019. "As Built" drawings will be made available to those firms in attendance at the walk through. The Newtown Community Center is in need of a new drainage method in the changing area of the showers in the locker rooms. Floor pitch and water angle in the shower is causing pooling of water in the changing area of the shower and outside the changing area as well. The selected company will be responsible for designing a properly functioning drainage system using the existing drainage pipes, a correctly pitched floor, and the installation of both. The selected company will handle all aspects of the project, including, but not limited to, scheduling, budgeting, installation, and close-out of work and will demonstrate the ability to do so. All work shall be done consistent with all applicable federal, state and local statutes, regulations, and ordinances, and the Contract Documents.

4. TIMELINE OF THE RFP PROCESS

The following timeline has been tentatively established:

Legal Notification of RFP Release	June 18, 2021
Mandatory Pre-Proposal Conference	June 24, 2021
RFP Submission Date	July 15, 2021
RFP Awarded	July 19, 2021
Start of Work	TBD
Completion of Work	TBD

5. SUBMISSION OF PROPOSALS

General Requirements: Proposals must include a concise description of the Company's ability to meet the requirements of this Proposal. Submittals shall be double-sided, include a Table of Contents, clearly tabbed for each section of the above "Scope", as well as the requirements listed below. Include a letter of interest providing a brief background of the Company. Respondents shall submit three (3) double-sided copies and one (1) electronic copy (1 compiled PDF file) of their proposals. Tabbed sections should also include the sections as follows:

Company Information

The respondent shall provide a brief summary of its company, including the following information:

- Name of company and parent company, if any.
- Any prior name(s) by which the company was known and the corresponding years.
- Name(s) of any subsidiary companies owned or controlled by responding company.
- Legal form of ownership. If a corporation, where incorporated and when.
- Indicate the years engaged in construction services under the present name.
- Names, titles, and contact information for the principal members of the company, including officers. Indicate which individuals are authorized to bind the company in negotiations with The Town of Newtown.
- Address of principal office from which the Project will be managed.
- Name, address, telephone number and email address of key personnel contact, to receive notifications and to reply to inquiries from the Board.

Estimating/Cost Management

- Discuss company's ability to perform project and to accurately estimate construction costs associated with "Scope of Work" section of this RFP.
- Provide final cost and relevant methods to stay at or below your estimated budget. The Town of Newtown is exempt from Federal Excise Taxes and Connecticut Sales and Use Tax.

Schedule and Phase Management

- Provide a preliminary schedule that identifies each phase of the above "Scope of Work" and projected completion date.
- Identify potential issues that could negatively or positively affect the proposed completion date.

Related Experiences and References

- List correlating projects completed by your company for a minimum of the past two years.
- Include contact information (Name, phone number, email) of a key individual associated with each project. Note if any claims, disputes or litigation has occurred on any of these projects, including the parties involved, and the current status of each.
- Identify any prior projects performed for the Newtown Board of Education and/or the Town of Newtown.

6. PERFORMANCE BOND

- A 100% performance bond will be delivered to the Town of Newtown no later than five (5) business days after the award of the contract.
- The performance bond will expire no earlier than the fifteenth day after the completion of the project.
- Provided the Town of Newtown deems all work acceptable and complete, the performance bond will be returned to the awardee no later than ten business days from completion of project.

7. INSURANCE REQUIREMENTS AND INDEMNIFICATION

Prior to the commencement of the work, and as a condition of site access, the Respondent (referred to hereinafter as the "Contractor") shall deliver to the Town of Newtown (referred to hereinafter as the "Owner") a valid and currently dated Certificate of Insurance (COI).

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of Connecticut, and with a rating of A- or better by A.M. Best.

The insurance coverage's carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement.

At a minimum, the COI shall indicate that the following coverage's and limits are in place:

1. Commercial General Liability: Minimum Limits Required:

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|---------------|--|
| • \$2,000,000 | General Aggregate |
| • \$2,000,000 | Producers/Completed Operations Aggregate |
| • \$1,000,000 | Each Occurrence |
| • \$1,000,000 | Personal and Advertising Injury |

- \$100,000 Fire Damage – Any One Fire
- \$5,000 Medical Expense – Any One Person
- The Owner (the Newtown Board of Education/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include **completed operations** coverage's.
- The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions)).

2. Business Auto / Commercial Auto Insurance – Minimum Limits required:

- 1,000,000 Liability
- The Owner (the Newtown Board of Education/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the Commercial Auto/ Business Auto policy carried by the Contractor.
- The Business Auto / Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Newtown Board of Education/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

3. Workers Compensation/Employers Liability Insurance

- Coverages and limits as required by law Connecticut State law
- Employers Liability Limits:
- 500,000 each accident
- 500,000 aggregate for injury by disease
- 500,000 each employee for injury by disease
- The Workers Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Newtown Board of Education/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

4. Umbrella Liability/Excess Liability: Minimum Limits required:

- 5,000,000 Each Occurrence
- 5,000,000 General Aggregate
- Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the organization
- The Umbrella / Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery

against the Owner (the Newtown Board of Education/Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

No Limitation on Liability

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers Compensation acts, disability benefits acts or other employee benefit acts.

Cancellation, Renewal and Modification

The Contractor shall maintain in effect all insurance coverage's required under this agreement at the Contractors sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least 30 days prior written notice has been given to the owner.

INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the project.

The Contractor's obligation to hold harmless, defend and indemnify the Owner, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, extends to the use, conduct or management of the project by any licensee, partner, director, officer, agent, employee, volunteer, invitee, contractor or subcontractor of the Contractor.

8. PROPRIETARY INFORMATION

This RFP and one copy of each original proposal received, together with copies of all documents pertaining to the award of a contract, shall be retained by the Town of Newtown and made part of a file or record which shall be open to public inspection after contract is awarded.